UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19

SERVICE SOLUTIONS, INC.

Employer

and Case 19-RC-14444

INTERNATIONAL ASSOCIATION OF
MACHINISTS & AEROSPACE
WORKERS, DISTRICT 160

Petitioner

DECISION AND ORDER

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended, a hearing was held before a hearing officer of the National Labor Relations Board, hereinafter referred to as the Board.

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its authority in this proceeding to the undersigned.

Upon the entire record[1] in this proceeding, the undersigned makes the following findings and conclusions.[2]

SUMMARY

On August 28, 2003, the Petitioner filed the instant petition seeking an election in a unit of two full-time and one regular part-time employment specialists employed by the Employer at its office located in Anchorage, Alaska (Unit).[3] The Employer opposes the petition on a number of grounds. The Employer's opposition primarily centers on the contract (Contract) that exists between the Employer and a local union that is closely affiliated with and within the Petitioner's labor organization. Pursuant to this Contract, the Employer has

[1] Neither party filed a brief.
[2] The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed. The labor organization involved claims to represent certain employees of the Employer.
[3] The parties do not dispute the composition of the unit (hereinafter "Unit") sought by the Petitioner.

agreed to provide employment services to the public.[4] The Employer's only source of revenue and Unit employees' only source of work emanates solely by operation of this Contract. The Employer further argues that the same Contract effectively permits the Petitioner and/or its Local to control such matters as hiring and firing of unit employees and other essential terms and conditions of employment. In view of all this and more, the Employer essentially maintains that the Contract creates a conflict of interest for the Petitioner and effectively makes it a joint employer in the Employer's operations. Accordingly, the Employer requests that the petition be dismissed.

The Petitioner contends that its Local receives a grant (Grant) from the U.S. Department of Education for the purpose of providing the services, which it has contracted with the Employer to provide. Thus, the Petitioner contends that the Local merely provides funding to the Employer via the Grant and that the Employer actually controls its business operations and the wages, hours and other terms and conditions of employment of Unit employees. The Petitioner further argues that the Employer's operations are covered by the Act and that Unit employees have shown an interest in representation by the Petitioner. Consequently, the instant petition should proceed to an election.

Based on the record evidence and the arguments presented by the parties, I find that the Contract does create for Petitioner an inherent conflict of interest, which warrants dismissal of the petition.

Below, I have set forth a section dealing with the facts as revealed by the record in this matter and relating to events leading to the Employer's creation, relating to the Employer's Contract with the Petitioner's local union, and relating to the Employer's operations under the Contract. Following the Facts section is a restatement of the Parties' respective positions, an analysis of the applicable legal standards in this case and a section setting forth my Order dismissing the petition in this case.

A.) Facts

1.) Events Leading to the Creation of the Employer's Operations

The Employer was incorporated in March 2003 as a State of Alaska corporation with its offices located in Anchorage, Alaska, where it is engaged in the business of providing vocational rehabilitation and job placement services to individuals with qualifying disabilities. The Employer has a total staff of four individuals. Three of the four comprise the Unit while the remaining individual, Laura Buchanan, is the Employer's executive director, CEO, and only manager

[4] The Contract is actually entitled "Memorandum of Understanding" and is between the Employer and "International Association of Machinists and Aerospace Workers Local Lodge 1690." The Petitioner is not listed as a party to the Contract.

and supervisor.[5] The Employer also has four board members, none of whom are union officials; one board member is an ex-shop steward of the Petitioner and/or its Local.

Well prior to the creation of the Employer's business operations, the U.S. Department of Education granted the International Association of Machinists and Aerospace Workers Local Lodge #1690 (Local 1690) funds to provide vocational rehabilitation and job placement services to individuals with qualifying disabilities. However, neither the Petitioner nor Local 1690 administered the Grant. Rather, the International Association of Machinists Center for Administrating Rehabilitation and Employment Services (IAM-CARES), a Maryland not-for-profit corporation created in 1980 by the Petitioner and Local 1690's International organization, administered the Grant for a number of years. Under the Grant, IAM-CARES generally performed the same work as that, which is now performed by the Employer, but on a national level for a number of local union affiliates. In May of 2003, IAM-CARES closed its doors, at least in the Anchorage area.[6]

IAM-CARES employed Buchanan as a grant writer, program administrator, and project director for six years in Anchorage up to the point when IAM-CARES ceased operations in Anchorage. When it was going out of business, IAM-CARES presented its area project directors, including Buchanan, with the opportunity to continue with the existing Department of Education grants if the project directors chose to establish an independent business. In response to this opportunity, Buchanan created and incorporated the Employer's operations in March 2003. Shortly thereafter, the Employer entered into the Contract with Local 1690 to commence, on June 1, 2003, providing the same services previously provided by IAM-CARES in the Anchorage area.

2.) <u>The Contract</u>

The Contract is dated March 3, 2003, and is signed by Lance Risch on behalf of Local 1690 and by Buchanan for the Employer. Nowhere in the Contract does it refer to the Petitioner. However, it appears from the record in this case that Local 1690 is one of a number of local lodges that fall within the Petitioner's district and labor organization, which is headquartered in Seattle, Washington.[7]

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[5] Buchanan represented the Employer at the hearing in this matter and, with the exception of the Petitioner's Business Representative, Lance Risch, was the only other witness to testify at the hearing.

[6] The Parties were not clear as to when IAM-CARES officially went out of business, or whether administration of the Grant was taken up locally, on a piecemeal basis, over a period of time. Regardless, the record is clear that the Employer took over administration of the Grant for the greater Anchorage area on June 1, 2003.

[7] On behalf of the Petitioner, Risch filed the instant petition in his capacity as "Business Representative" and he represented the Petitioner at the hearing in this matter. On behalf of Local 1690, Risch also signed the Contract with the Employer, discussed the hiring of one of the

The contract between the Employer and Local 1690 states, in part, the following:

> Whereas, effective October 1, 2000, IAMAW Local Lodge 1690 received a U.S. Department of Education - Rehabilitative Services Administration (RSA) grant through the Office of Special Education and Rehabilitation Services (OSERS), and
> Whereas, this grant to IAMAW is to fund a project in Anchorage and Matanuska Susitna Boroughs, designed to provide employment and related services to persons with disabilities who want to work, and
> Whereas, Service Solutions, Inc., has demonstrated the value of union-based structure to provide such services, and
> Whereas, the U.S. Department of Education grant requires IAMAW Local Lodge 1690 to provide comprehensive rehabilitation services to individuals with physical, mental, emotional, and developmental disabilities who will require these services in a competitive work setting familiar to Service Solutions, Inc. and
> Whereas, IAMAW Lodge 1690 agrees to purchase professional assistance from Services Solutions, Inc. as specified herein for a cost within the approved budget for such services.

The Contract continues on and lists seven items to which the Employer agrees, including the Employer's agreement to "Assist in recruiting project personnel approved in the grant application/award. Screen applicants and make appropriate recommendations for staffing the granted program." Under the heading of "Administrative responsibilities of IAMAW Local Lodge 1690" the Contract states: "Business Representative will have the overall responsibility for granted program (Service Solutions, Inc. will provide accounting services and technical assistance)." Later in the Contract it states: "For its services, IAMAW Local Lodge 1690 will contract with Service Solutions, Inc. a consultant fee of $275,000 per year." The Contract is signed by Risch on behalf of Local 1690 and by Buchanan on behalf of the Employer. The Employer's only contract and source of funding is with Local 1690.

As noted above, Contract provisions specifically refer to the Grant. The U.S. Department of Education Grant Award Notification (Grant) is dated March 21, 2002, and defines "project staff" as the "recipient project director" (also identified as the "key personnel"). The recipient project director and key personnel are both identified in the Department's award notification as "Laura A. Buchanan, Project Director." The Grant further specifies that continued funding depends, in part, on whether Local 1690 has made substantial progress toward

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Employer's employees, cosigned a lease with Buchanan for office space in Anchorage which he shares with the Employer and which is Local 1690's office and the mailing address noted on the Petition by Risch for the Petitioner.

meeting the objectives in its approved application.[8] The award also provides that changes to "key personnel," as defined above, must receive prior approval from the U.S. Department on Education.

3.) The Employer's Operations

With regard to hiring under the Contract, Buchanan decided, as the Employer's Executive Director, on the qualifications that prospective employees should possess in order to work in the Employer's operations. Unlike the requirements for the employment specialist position under IAM-CARES, she determined that applicants must have advanced degrees to qualify for the Employer's employment specialist position (Unit positions). In this regard, Buchanan hired Frank Bennett, in part because he has a master's degree in education and 20 years experience in special education. Buchanan also hired Siv Weaver in part because of her advanced degree, although Buchanan could not remember whether Weaver's master's degree or undergraduate degree was in clinical psychology. Finally, Buchanan testified that she hired Brenda Brewer, who has an undergraduate degree in sociology, psychology, or counseling "or something to that effect."[9]

Bennett and Weaver had been employees of IAM-CARE's Anchorage operations at the time it ceased business in Anchorage, as was a third individual, Janice Williams. Bennett, Weaver and Williams submitted applications for employment to Buchanan, who decided against hiring Williams because she did not have an advanced degree (undergraduate or master's degree). Instead, Brewer was hired following a discussion between Risch and Buchanan on the matter. Buchanan testified that, as a result of this discussion, Risch said he was "fine" with Brewer's hiring.

Buchanan further testified that, if any employee's performance is substandard in any way, Local 1690's funding would be threatened because it is ultimately responsible for the performance of the services funded by the Grant. As such, the Employer's source of funds could be pulled, which would leave Unit employees' jobs in jeopardy. Short of that, Buchanan testified that Local 1690 could effectively demand that the Employer terminate the under performing employee. However, Risch testified that Local 1690 has never interfered with the Employer's decisions relating to day-to-day operations, hiring or firing, or relating to any of the Unit employees' terms and conditions of employment.

As was the case with IAM-CARES's Anchorage operations, the Employer shares 2,700 square feet of office space with Local 1690. There are four offices,

[8] The approved application is not in the record.

[9] Neither Party asserts Unit employees are professionals. Moreover, I find that the record evidence does not support a conclusion that Unit employees are professionals as that term is defined by the Act.

a conference room, a bathroom and a general area. The Employer occupies three of the four offices. Risch, who is in Anchorage one week a month, occupies the fourth office and uses the conference room for union meetings. Union members also use the conference room as a member's hall.[10] Both the Employer and Local 1690 cosigned the lease, which was renegotiated after IAM-CARES ceased business in Anchorage.

The record reveals that Risch has a full-time secretary who works in the shared office space. The secretary's work area is at a desk in the common area at the front of the shared office space. One of the secretary's duties is to greet incoming people. Her only connection with the Employer is to direct people to the Employer's offices located in the back, when visitors ask for the Employer. The Employer does not pay her for this courtesy and she performs no other functions for the Employer.

Similarly, Unit employees do not perform any work for the Petitioner and/or Local 1690 in addition to what is called for under the contract. Unit employees' work entails significant contact with the general public in connection with providing job placement and rehabilitation services for those with disabilities. As noted above, the Employer employs two full-time and one part-time employment specialists (Bennett, Weaver and Brewer -- the Unit) to perform these tasks.[11]

The Employer uses separate equipment from that used by Risch and his secretary. In particular, the Employer uses computers, typewriters, a fax machine, etc., which were purchased with the grant funds and dispensed through Local 1690's account.[12] However, it does appear that the Employer is permitted to access the Union's data port to link to high speed Internet services.

The Employer uses its own letterhead for its stationary and its employees have business cards identifying them with the Employer rather than with Local 1690. The Employer has its own phones and phone lines and answers its phones as "Service Solutions," although the phone numbers are the same as those used by IAM-CARES's Anchorage operation.

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[10] Risch testified that he, as a union official, represents 450 people in Anchorage and 7 people in Fairbanks in such establishments and organizations as the municipality of Anchorage; Swissport USA, Inc.; and ASIG, Airport Services Group. However, Risch never defined whether that representation was in his capacity with Local 1690, the Petitioner, or with both organizations.

[11] The part-time employee works out of space supplied by a job center located in Wasilla, about 50 miles from Anchorage, when clients need the Employer's services at this facility.

[12] Local 1690 maintains a separate bank account solely for the purpose of operating the Department of Education Grant. Local 1690 has "elected" Buchanan to represent it when it comes to the Department of Education draw down system or GAAP system and she, on behalf of Local 1690 requests the funds that go into this account. Local 1690 has also "elected" to have her represent their interests as a check signer on the account. The Parties were not clear about the particulars surrounding the "electing" of Buchanan as their representative in these endeavors or about the draw down or GAAP system.

The Employer uses INTUIT, an independent company, to do its payroll and its state and unemployment insurance taxes. Unit employees also drive their own vehicles, but their mileage is reimbursed through Grant money.

As for Unit employees' wages, Buchanan, after conducting a survey of comparable jobs in the not-for-profit community around Anchorage, determined the pay scale for the Employer's employees. With respect to benefits, the Employer intends to offer benefits after Unit employees complete their 120-day probationary period and those benefits will be administered by CHI,[13] a local insurance group that also provides the Employer's fire insurance. When Weaver was employed by IAM-CARES, she had benefits through the International Association of Machinists' benefits trust; Bennett opted not to receive such benefits and, instead, received higher pay.

B.) POSITION OF THE PARTIES

The Employer contends that, due to its contractual relationship with Local 1690, it cannot have an "arms length relationship" with the Petitioner and, thus, a conflict of interest exists that warrants dismissal of the petition. In particular, the Employer contends that the Petitioner and/or Local 1690 controls the Employer's sole source of funding, contractually retains the right to control hiring and firing, and effectively determines the number of employees employed by the Employer. Thus, the Employer argues that its Contract with Local 1690 effectively makes the Petitioner and/or Local 1690 a joint employer of the employees that Petitioner seeks to represent. The Employer also asserts that its operations do not fall within the Board's jurisdictional standards.

The Petitioner contends that I should order an immediate election because the unit is appropriate, the Employer is an employer as defined by the Act, and the employees have exercised their Section 7 rights by showing an interest in representation by the Petitioner.

C.) Analysis

The Contract between Local 1690 and the Employer raises the issue of whether the Petitioner's representation of the Employer's employees creates a conflict of interest. The Board has long held that a union may not represent the employees of an employer if a conflict of interest exists on the part of the union, such that good-faith collective bargaining between the union and the employer could be jeopardized. *Garrison Nursing Home*, 293 NLRB 122 (1989); *Bausch & Lomb Optical Co.*, 108 NLRB 1555 (1954). The Board in *Garrison Nursing Home* held that the employer bears the burden of showing that such a conflict of

[13] Buchanan did not remember what the acronym "CHI" stood for.

interest exists, and quoted, from case law, the following with regard to that heavy burden:

> There is a strong public policy favoring the free choice of a bargaining agent by employees. This choice is not lightly to be frustrated. There is a considerable burden on a nonconsenting employer, in such a situation as this, to come forward with a showing that danger of a conflict of interest interfering with the collective bargaining process is clear and present.

Quality Inn Waikiki, 272 NLRB 1, 6 (1984), enfd. 783 F.2d 1444 (9th Cir. 1986); *NLRB v. David Buttrick Co.*, 399 F.2d 505, 507 (1st Cir. 1968). In this regard, the Employer need not demonstrate that mischief already has resulted from a conflict, however, but only that its potential exists. *Bausch & Lomb,* supra.

In *Bausch & Lomb*, the seminal case establishing the conflict-of-interest doctrine, the Board found that the employer was not obligated to bargain with the union because the union had become a direct business competitor of the employer. The employer, a manufacturer and distributor of eyeglasses, had had a long amicable relationship with the union. When the union established and began operating a competing company engaged in the manufacture and distribution of eyeglasses, the employer notified the union that it would cease negotiating with the union until the union divested itself of that business. Although there was no direct evidence that the union had abused its bargaining relationship, the Board refused to "ignore or disregard the innate danger"[14] that the union might take certain action designed to further its business interests rather than to further the interest of the bargaining unit employees. Thus, the Board noted that, in the typical collective-bargaining relationship, it is to the benefit of all parties, the employer, the union, and the unit employees, that the employer remains in business. However, where the union is a business competitor of the employer, the union could derive financial benefits separate and distinct from employee interests by causing and prolonging a strike or even by driving the employer out of business.

In finding that the union's conflict of interest disqualified it from representing the employer's employees, the Board in *Bausch & Lomb* pointed out:

> Collective bargaining is a two-sided proposition; it does not exist unless *both* parties enter the negotiations in a good-faith effort to reach a satisfactory agreement. What is envisioned by the Act is that in attempting to make such an agreement the parties will approach the bargaining table for the purpose of representing their respective interests and having approximately equal economic power. The employer must be present to protect his business interests and the union must be there with the single-minded purpose of protecting and advancing the interests of the

[14] id at 1559.

> employees who have selected it as their bargaining agent, and there must be no ulterior purpose. As the Supreme Court has stated: "The bargaining representative, whoever it may be, is responsible to, and owes complete loyalty to, the interests of all whom it represents." … In our opinion, the [u]nion's position at the bargaining table as a representative of the [r]espondent's employees while at the same time enjoying the status of a business competitor renders almost impossible the operation of the collective-bargaining process.

The Board in *Bausch & Lomb* further pointed out, the principles underlying the conflict-of-interest doctrine are not limited to a factual situation in which the employer and the union are in the same business. A union may be disqualified from acting as a collective-bargaining representative, not because it was in the same business as the employer, but because its business activities interfered with the union's "single-minded purpose of protecting and advancing the interests of the employees who have selected it as their bargaining agent."

Similarly, in *Harlem River Consumers Cooperative, Inc.*, 191 NLRB 314 (1971), the Board found that a union seeking to represent employees of a grocery store was disqualified from acting as a collective-bargaining representative because one of its business agents had interests incompatible with the union's disinterested representation of the petitioned-for employees. The business agent had a financial interest in an enterprise that potentially might have sought to do business with the employer. Because the union business agent's desire to enhance his business relationship with the employer might have created a conflict of interest with the union's collective-bargaining obligation, the Board found that in such circumstances the union was disqualified from representing the employer's employees.

Even more on point to the case at hand, the Board in *St John's Hospital and Health Center*, 264 NLRB 990, 992 (1982), held that "it is clear that a union may be disqualified from representing an employer's employees when an enterprise controlled and dominated by the union engages in business with the employer as well as when an enterprise controlled and dominated by the union engages in direct competition with the employer. In both situations, potential financial conflicts interfere with the 'union's single-minded purpose of protecting and advancing the interests of the employees who have selected it as their bargaining agent.'" [Citations omitted.]

In the case at hand, the record evidence reveals that the Petitioner clearly controls and dominates Local 1690. In particular, Risch, a business representative for the Petitioner, signed the Contract on behalf of Local 1690 and cosigned the lease for the Employer and Local 1690's shared office space in Anchorage. Moreover, Risch is the only union official maintaining an office in this shared office space. Indeed, Petitioner at the hearing made no attempt to demonstrate that it did not control or dominate Local 1690. Accordingly, I find

that the Petitioner controls and dominates Local 1690 within the meaning those terms were given by the Board in *St. John's Hospital and Health Center*, supra.

The record also reveals that Local 1690 clearly "engages in business" with the Employer by way of their Contract. Moreover, the Contract and the Grant make it abundantly clear that the Petitioner and/or Local 1690 have a financial interest in the uninterrupted contractual service to the public by the Employer's Unit employees. Indeed, the Grant appears to mandate this according to Buchanan's testimony. Yet, this interest could obviously conflict with Unit employees' interests if, for example, they desired to engage in a strike. Indeed, on a wide range of issues, such as compensation, potential layoffs, and other mandatory terms and working conditions, the interests of Petitioner and/or Local 1690 in maintaining the Contract could conflict with the interests of the Unit employees. Thus, like the union in *Bausch & Lomb*, the Petitioner here might take certain actions designed to further its business interests rather than to further the interests of the bargaining unit employees. Accordingly, I find that the Petitioner's conflict of interest in the circumstances of this case is sufficient to disqualify the Petitioner from representing the Employer's employees.[15]

The Employer further contends that the petition should be dismissed because Local 1690 is a joint employer of the employees (Unit), which the Petitioner seeks to represent. The Employer's contention is a novel one in this context, but I decline to find that Local 1690 is a joint-employer of the Employer's employees.

The essential element in a joint-employer analysis is whether a putative joint employer's control over employment matters is direct and immediate,[16] not whether a union has the potential of such control over another employer as is the focus in conflict-of-interest cases. In general, the Board will find joint-employer status where two or more employers share or codetermine those matters governing the employees' essential terms and conditions of employment. *NLRB v. Browning-Ferris*, 691 F.2d 1117 (3d Cir. 1982), enfg. 259 NLRB 148 (1981). In this regard, the Board requires a showing that the employer meaningfully affects matters such as hiring, firing, discipline, assignment and direction. *Laerco Transportation*, 269 NLRB 324 (1984).

Here, the Employer argues that its Contract with Local 1690 effectively provides the latter with the right to hire and fire Unit employees and the right to determine the number of employees as well as other terms and conditions of

[15] Furthermore, I note that the Board also looks to control over the funding a union has over an employer. See *Anchorage Community Hospital, Inc.*, 225 NLRB 575 (1976). Here, Local 1690 has control over 100 percent of the Employer's current funding. Petitioner contends that all Grant money is kept in a separate account where there is no commingling of these funds with other union funds. The Board, however, has found such contentions unpersuasive since a union still has total control over the funds. See *St. John's Hospital and Health Center*, 264 NLRB 990, 992 fn. 12 (1982).

[16] *Airborne Express*, 338 NLRB No. 72 fn. 1 (2002).

employment. In support of this argument, the Employer cites provisions in the Grant and Contract with respect to funding, staffing and Local 1690's ultimate burden of insuring the purpose of the grant is carried out. In short, the argument is that Local 1690 retains so much control over the significant aspects of the Employers' operations as to create a joint employer situation. However, in determining the control a joint-employer has over the employees of another employer, the Board looks to the actual handling of the day-to-day business. *Goodyear Tire & Rubber*, 312 NLRB 674, 677 (1993); *Cabot Corp.*, 223 NLRB 1388 (1976), enfd. sub. nom. 561 F.2d 253 (D.C. Cir. 1977) (joint-employer status based on "all the circumstances" test). Here, there is no indication that Local 1690 or the Petitioner have any involvement in the day-to-day operations of the Employer. Indeed, following the creation of the Employer's business, the hiring of employees and the leasing of space, the record evidence reveals no other significant interaction between the Employer and either the Petitioner or Local 1690 as it pertains to day-to-day operations.

In light of the above, the record evidence, and the parties' arguments, I find that neither Local 1690 nor the Petitioner are joint employers with the Employer.

With respect to the Employer's contention that the Board lacks jurisdiction over its business operations, I find the Employer a social service organization, which receives all its funding via the U.S. Department of Education's Grant. The Board has applied a jurisdictional amount of at least $250,000 gross annual revenues for such organizations. *Hispanic Federation for Development*, 284 NLRB 500 (1987). In this case, the record evidence reveals that Local 1690 receives a grant from the U. S. Department of Education for $275,000 a year, each year until 2005, to provide certain services to the public. In turn, Local 1690 has contracted with the Employer to provide those services in exchange for the $275,000 Grant money. In these circumstances, the Board will assert jurisdiction over an enterprise that derives substantial amounts of revenue from Federal funds even in the absence of evidence of interstate inflow or outflow. *Mon Valley united Health Services*, 227 NLRB 728 (1977), and *Community Services Planning Council*, 243 NLRB 798 (1979). See also *Kingston Contractors*, 332 NLRB No. 161 (2000). On the basis of the foregoing and the record evidence, I find the Employer is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein.

The Petitioner contends that the employees have a Section 7 right to freely choose its bargaining agent. This choice is not lightly to be frustrated, as noted above. See *Garrison Nursing Home*, supra. However, the Board's conflict of interest doctrine is based on effectuating the Act's policy of preventing representational conflicts of allegiance regardless of employees Section 7 rights to choose a representative of their own choosing. *Bausch & Lomb* 108 NLRB at 1557. Indeed, to proceed to an election in this case, in light of Petitioner's apparent conflict of interest, could potentially result in the eventual frustration of employees' right under the Act to fair representation.

Based on the foregoing, the entire record, and having carefully considered the arguments of the parties at the hearing, I shall dismiss the petition. Accordingly, I issue the following Order.

ORDER

IT IS HEREBY ORDERED that the petition filed herein be, and it hereby is, dismissed.

RIGHT TO REQUEST REVIEW

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street, N.W., Washington, D.C. 20570-0001. This request must be received by the Board in Washington by 5 p.m., EDT on October 16, 2003**.** The request may **not** be filed by facsimile.

DATED at Seattle, Washington this 2nd day of October 2003.

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